

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

United States of America,

Plaintiff,

v.

One 2003 Ferrari Enzo AB Version E,  
VIN #: ZFFCZ56B000132659;

One 2014 Ferrari LaFerrari, VIN #:  
ZFF76ZHB000203166;

One 2022 Mercedes Benz, VIN #:  
W1NYC8AJXNX445045;

One 1982 Mercedes Benz 500SL, VIN #:  
WDB10704612001675;

One 1989 Mercedes Benz 560 SEL, VIN  
#: WDB1260391A497466;

One 2007 Mercedes Benz SLR McLaren,  
VIN #: WDDAJ76F27M001391;

One 1987 Mercedes Benz 560, VIN #:  
WDB1260451A315331;

One 2004 Porsche Carrera, VIN #:  
WP0ZZZ98Z4L000069;

One 2022 Ferrari 812 Competizione, VIN  
#: ZFF03TLA5N0277054;

One 2020 Mercedes Benz GT63C4S, VIN  
#: WDD7X8KB3LA012445;

One 2006 Maserati MC 12 Corse, VIN #:  
ZAMDF44B000029626;

One 2023 Mercedes Benz, VIN #:  
W1K6X7KB5PA204980;

**AMENDED VERIFIED COMPLAINT**  
**FOR FORFEITURE *IN REM***

Civil Action No.: 1:24-cv-1345 (MAD/DJS)

One Ferrari Engine Table;

\$223,365.00 in U.S. currency seized from Thread Bank Account ending 7554 held in the name of ABBJ, LLC;

\$467,810.00 in U.S. currency seized from Thread Bank Account ending 1832 held in the name of Capital Investments US, LLC;

Refund in the amount of \$72,825.83 in U.S. Currency seized from Ai Design;

One Richard Mille RM011 Watch with serial number 2722;

One Richard Mille RM 65-01 Watch;

One Rolex Watch, Serial Number: Y74R6549;

One Rolex Watch, Serial Number: 7P65S042;

One Rolex Watch, Serial Number: 0WU66577;

One Rolex Watch, Serial Number: 65R11547;

One Rolex Watch, Serial Number: 8S927086; and

Real property commonly known as 600 Linkhorn Drive, Virginia Beach, VA 23451.

Defendants.

The United States of America (the “Plaintiff”) brings this Amended Verified Complaint for Forfeiture *in Rem* against the above-captioned properties and alleges as follows:

### NATURE OF THE ACTION

This action *in rem* is brought against the above-captioned properties as proceeds of offenses in violation of Title 18, United States Code, Sections 1343 and 1349 (wire fraud and wire fraud conspiracy), pursuant to Title 18, United States Code, Section 981(a)(1)(C), and as property involved in offenses in violation of Title 18, United States Code, Sections 1956 and 1957 (money laundering), pursuant to Title 18, United States Code, Section 981(a)(1)(A). The matter is also brought pursuant to Rule G of the Supplemental Rules for Certain Admiralty or Maritime Claims and Asset Forfeiture Actions (“Supplemental Rule G”).

### AMENDMENT

The purpose of the amendment of this civil forfeiture matter is to include the real property commonly known as 600 Linkhorn Drive, Virginia Beach, VA 23451 to the civil forfeiture action. As the matter is amended to include real property, the Warrant *in Rem* issued on November 5, 2024 and executed on November 20, 2024 requires no amendment. *See* Dkt. No. 6. A Notice of Complaint for Forfeiture Against Real Property and Summons is submitted herewith in lieu of an amended Warrant *in Rem*.

### FORFEITURE AUTHORITY

Title 18, United States Code, Section 981(a)(1)(A) provides for the forfeiture of “[a]ny property, real or personal, involved in a transaction or attempted transaction in violation of section 1956, 1957 or 1960 of this title, or any property traceable to such property.” 18 U.S.C. § 981(a)(1)(A).

Title 18, United States Code, Section 981(a)(1)(C) provides for the forfeiture of “[a]ny property, real or personal, which constitutes or is derived from proceeds traceable to” offenses in violation of Title 18, United States Code, Sections 1343 and 1349. 18 U.S.C. § 981(a)(1)(C).

Title 18, United States Code, Section 984 provides that for “any forfeiture action in rem in which the subject property is ... funds deposited in an account in a financial institution ... it shall not be necessary for the Government to identify the specific property involved in the offense that is the basis for the forfeiture.” 18 U.S.C. § 984(a)(1)(A).

### **THE PARTIES**

1. The Plaintiff is the United States of America.
2. The Defendants are set forth in detail below:
  - 1) One 2003 Ferrari Enzo AB Version E, VIN #: ZFFCZ56B000132659;
  - 2) One 2014 Ferrari LaFerrari, VIN #: ZFF76ZHB000203166;
  - 3) One 2022 Mercedes Benz, VIN #: W1NYC8AJXNX445045;
  - 4) One 1982 Mercedes Benz 500SL, VIN #: WDB10704612001675;
  - 5) One 1989 Mercedes Benz 560 SEL, VIN #: WDB1260391A497466;
  - 6) One 2007 Mercedes Benz SLR McLaren, VIN #: WDDAJ76F27M001391;
  - 7) One 1987 Mercedes Benz 560, VIN #: WDB1260451A315331;
  - 8) One 2004 Porsche Carrera, VIN #: WP0ZZZ98Z4L000069;
  - 9) One 2022 Ferrari 812 Competizione, VIN #: ZFF03TLA5N0277054;
  - 10) One 2020 Mercedes Benz GT63C4S, VIN #: WDD7X8KB3LA012445;
  - 11) One 2006 Maserati MC 12 Corse, VIN #: ZAMDF44B000029626;
  - 12) One 2023 Mercedes Benz, VIN #: W1K6X7KB5PA204980;
  - 13) One Ferrari Engine Table;
  - 14) \$223,365.00 in U.S. currency seized from Thread Bank Account ending 7554 held in the name of ABBJ, LLC;

- 15) \$467,810.00 in U.S. currency seized from Thread Bank Account ending 1832 held in the name of Capital Investments US, LLC;
- 16) A refund in the amount of \$72,825.83 in U.S. Currency seized from Ai Design;
- 17) One Richard Mille RM011 Watch with serial number 2722;
- 18) One Richard Mille RM 65-01 Watch;
- 19) One Rolex Watch, Serial Number: Y74R6549;
- 20) One Rolex Watch, Serial Number: 7P65S042;
- 21) One Rolex Watch, Serial Number: 0WU66577;
- 22) One Rolex Watch, Serial Number: 65R11547;
- 23) One Rolex Watch, Serial Number: 8S927086; and
- 24) Real Property Commonly Known as 600 Linkhorn Drive, Virginia Beach, VA 23451, more particularly described, as follows:

ALL that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate in the City of Virginia Beach (formerly Princess Anne County), Virginia, and known, numbered and designated as Site One Hundred Fifty-Seven (157), as show on the Plat of Linkhorn Park, which plat is duly recorded in the Clerk's Office of the Circuit Court of the City of Virginia Beach (formerly Princess Anne County), Virginia in Map Book 5, Page 151.

BEING ALL and the same lands and premises conveyed to Charles G. Barker and Susan L. Barker by 152 Pinewood Road, LLC, a Virginia Limited Liability Company in a Deed of Bargain and Sale dated 05/29/2020 and recorded 06/02/2020 in Document Number 20200602000466550, in the Clerk's Office of the Circuit Court of Virginia Beach, VA.

3. The properties set forth above are collectively referred to herein as the Defendant Properties.

4. The properties numbered 1 through 23 under paragraph 2, *supra*, are presently in the custody of the United States of America.

5. The property numbered 24 under paragraph 2, *supra*, (“the Defendant Real Property”), has not been seized, but is within the jurisdiction of this Court.

6. The United States does not request authority from the Court to seize the Defendant Real Property at this time, but will instead file a *lis pendens* upon the Defendant Real Property and will seek a writ of entry permitting the inventory and inspection of the property, as contemplated in Title 18, United States Code, Section 985(a)(2).

7. The government will, in accordance with Title 18, United States Code, Section 985(c)(1), post notice of the amended complaint on the Defendant Real Property and serve notice on the owner(s) of the Defendant Real Property, along with a copy of the complaint for forfeiture. 18 U.S.C. §§ 985(c)(1)(B) and (C).

#### **JURISDICTION AND VENUE**

8. This Court has subject matter jurisdiction over this action pursuant to Title 28, United States Code, Sections 1345 and 1355. Section 1345 provides district courts with “original jurisdiction of all civil actions, suits or proceedings commenced by the United States.” 28 U.S.C. § 1345. Section 1355(a) provides district courts with “original jurisdiction, exclusive of the courts of the States, of any action or proceeding for the recovery or enforcement of any fine, penalty, or forfeiture, pecuniary or otherwise, incurred under any Act of Congress.” 28 U.S.C. § 1355(a).

9. This Court has *in rem* jurisdiction over the Defendant Properties and venue is properly situated in this district pursuant to Title 28, United States Code, Section 1355(b)(1)(A), which provides that a forfeiture action or proceeding “may be brought in...the district court for the district in which any of the acts or omissions giving rise to the forfeiture occurred.” 28 U.S.C. § 1355(b)(1)(A).

10. Venue is also properly situated in this district pursuant to Title 28, United States Code, Section 1395(b), which provides that “[a] civil proceeding for forfeiture of property may be prosecuted in any district where such property is found.” 28 U.S.C. § 1395(b).

### **FACTS**

11. This civil forfeiture action arises from a Federal Bureau of Investigations (“FBI”) investigation into a fraud and money laundering scheme perpetrated by Kris Roglieri, (“Roglieri”), of Queensbury, New York, and others via Prime Capital Ventures, LLC (“Prime Capital”), a purported lending business based in Albany.

12. Roglieri founded Prime Capital in December 2021, and is its sole member and Chief Executive Officer.

13. Roglieri operated Prime Capital and affiliated entities, including Prime Commercial Lending, LLC, Commercial Capital Training Group, LLC and FUPME, LLC, from offices at 66 South Pearl Street, 10th Floor, in Albany.

#### **A. Involuntary Bankruptcy Proceeding**

14. Prime Capital was the subject of an involuntary Chapter 7 bankruptcy proceeding initiated in the Northern District of New York (“N.D.N.Y.”) on December 19, 2023 in the case captioned: *In re Prime Capital Ventures, LLC*, No. 1:23-bk-11302 (Bankr. N.D.N.Y.) (the “Involuntary Bankruptcy Proceeding”).

15. Petitioning creditors Compass-Charlotte 1031, LLC (“Compass-Charlotte”), 526 Murfreesboro, LLC (“526 Murfreesboro”) and Newlight Technologies, Inc. (“Newlight”) filed a petition to put Prime Capital into involuntary Chapter 7 bankruptcy proceedings based on allegations that Prime Capital had fraudulently taken and refused to return \$43,000,000 from numerous entities, including more than \$20,000,000 from the petitioning creditors.

16. In a declaration dated January 5, 2024 submitted in connection with the Involuntary Bankruptcy Proceeding, Kimberly “Kimmy” Humphrey (*a/k/a Kimberly Owen, a/k/a Kimberly Owens, a/k/a Kimberly Snyder*), (“Humphrey”), identified herself as a Vice President of Prime Capital, stating: “I have worked with Prime Capital since its inception and I am familiar with its operations.”

17. Prime Capital held itself out as a commercial lending business.

18. As part of contractual arrangements with its borrower clients situated across the country, Prime Capital obtained upfront interest payments from prospective borrowers while it sought to secure funding for those borrowers. These upfront interest payments were characterized by Prime Capital, as the “Interest Credit Account Payment,” (hereinafter “ICA payment”).

19. ICA Payments did not represent fees to Prime Capital; rather, each borrower’s upfront interest payment would be debited over time as the loan was funded and accrued more interest. For example, in the Development Line of Credit Agreement that Prime Capital and Compass-Charlotte signed, dated as of April 24, 2023, the parties agreed to the following, which is referenced as “Recital C:”

An account on the books and records of Lender shall be created to serve as an Interest Credit Account (the ‘Interest Credit Account’ or ‘ICA’). A credit equal to the ICA Payment shall be noted in the ICA for purposes of satisfying interest payments under the Loan.

Additionally, Section 3.6 of the agreement states as follows:

**Reserves.** Following the signing of this Agreement, Borrower shall remit the ICA Payment in accordance with the terms and time period set forth in Recital C. Upon the funding of the First Advance, the ICA Payment shall remain part of the Interest Credit Account and subject to the provisions of this Agreement, and not refundable to Borrower unless otherwise specifically provided for in this Agreement. All credits to the Interest Credit Account shall be used, absent the occurrence of an Event of Default, for purposes of payment on interest payable on the Advances as and when such



interest payments are due and payable. Upon Borrower's exit and payoff of the LOC, absent the occurrence of an Event of Default, if there is a remaining balance in the ICA, the excess amount shall be applied to the unpaid principal balance outstanding under the Promissory Note or, if it exceeds such unpaid principal, refunded to Borrower.

20. Elsewhere in the contract, Prime Capital represented and warranted that it "has the financial ability and wherewithal to fund the LOC<sup>1</sup> in the full amount of the Maximum Amount." The other creditors identified in the Involuntary Bankruptcy Proceeding, 526 Murfreesboro and Newlight, each signed substantively identical agreements with Prime Capital.

21. In the Involuntary Bankruptcy Proceeding, the petitioning creditors alleged that Prime Capital defrauded its borrower clients by using the ICA payments for Prime Capital's own purposes, and failed to repay the ICA payments when the loans did not materialize.

22. United States Bankruptcy Judge Robert E. Littlefield Jr. dismissed the Involuntary Bankruptcy Proceeding on January 9, 2024 at the request of both the petitioning creditors and Prime Capital.

23. On February 15, 2014, Roglieri personally filed for bankruptcy in the Northern District of New York in matter number 1:24-bk-10151.

24. On May 14, 2024, Prime Capital Ventures, LLC filed for Chapter 11 bankruptcy in the Northern District of New York in matter number 1:24-bk-10531.

**B. Review of Prime Capital's Financial Accounts**

25. The FBI conducted a review of the financial accounts that Prime Capital used to receive ICA payments in 2022 and 2023 in connection with the investigation. These accounts

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<sup>1</sup> LOC stands for "letter of credit."

were opened at Citibank, KeyBank, RBC Capital Markets, and Farmers State Bank. Roglieri was identified as a signatory to each account.

26. The FBI's review of records associated with these financial accounts show that Prime Capital used ICA payments from certain of its borrower clients to repay or fund loans to its other borrower clients, consistent with a fraudulent advance fee/Ponzi scheme.<sup>2</sup>

27. Set forth below are examples of Prime Capital's use of client ICA payments to repay or fund other clients, or to pay other expenses and fund other purchases, unrelated to the client from which the ICA payment was obtained.

**a. Onward Holding, LLC ("Onward")**

28. According to records produced by Citibank and other records obtained by investigators, Prime Capital utilized a portion of client Onward's \$20,000,000 ICA payment to fund the project of another client, Indigo Pharmaceutical LLC ("Indigo").<sup>3</sup>

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<sup>2</sup> In the typical advance fee scheme, the perpetrator gets the victim to pay an upfront fee based on the promise that the fee will enable large sums of money to flow to the victim. After the victim sends the fee, the perpetrator keeps the fee and never delivers on the promised loan, windfall, etc. See *Updated Investor Alert: Be on the Lookout for Advance Fee Fraud*, SEC.GOV, [https://www.sec.gov/resources-for-investors/investor-alerts-bulletins/ia\\_lookforaff](https://www.sec.gov/resources-for-investors/investor-alerts-bulletins/ia_lookforaff) (last visited October 4, 2024).

In a Ponzi scheme, multiple victims are defrauded over the course of months or years, and the perpetrator forestalls discovery of the scheme by using newer victims' money to pay back earlier-in-time victims. Payouts are used to create the appearance of a legitimate, money-making enterprise; however, in reality, investors are the only source of funding and the person(s) involved in the Ponzi scheme will siphon off investor funds for their own personal gain. See *Securities Fraud Awareness & Prevention Tips*, FBI.GOV, <https://www.fbi.gov/stats-services/publications/securities-fraud> (last visited October 4, 2024).

<sup>3</sup> Indigo Pharmaceutical LLC is identified in the list of creditors in Prime Capital Ventures, LLC's Chapter 11 Voluntary Bankruptcy filed in the Northern District of New York, (1:24-bk-10531).

29. On September 21 and 22, 2022, Prime Capital received wire transfers totaling \$20,000,000 representing an ICA payment from Onward. The \$20,000,00 was deposited into a newly opened Citibank account in Prime Capital's name ending in 6945 ("Citibank 6945"). This account held no funds prior to the ICA payments from Onward.

30. According to a lawsuit filed by Onward in the District of Utah, *Onward Holding v. Prime Capital Ventures et al*, No. 23-CV-833 (JNP) (D. Utah), Onward had enlisted Prime Capital to help it obtain a \$107,000,000 line of credit, to be used principally to finance the acquisition of consumer-packaged goods companies.

31. Records show that between October 4, 2022 and October 13, 2022, Prime Capital sent \$4,000,000<sup>4</sup> of Onward's \$20,000,000 ICA payments from Citibank 6945 to a JPMorgan Chase account in the name of Indigo.

32. A video on YouTube that appears to have been produced by Prime Capital,<sup>5</sup> states that Prime Capital funded Indigo for \$20,000,000 "for the construction of their new facility to include the building, state of the art equipment and working capital."

33. FBI review of financial records shows that Prime Capital transferred a total of \$15,998,750 to Indigo via its Citibank and KeyBank accounts, including the \$4,000,000 that originated with Onward.

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<sup>4</sup> Of this \$4,000,000, \$999,950.00, (\$1,000,000, less a \$50, fee), was returned to Citibank 6945.

<sup>5</sup> A search for that company name yields a YouTube video touting Prime Capital's \$20,000,000 funding of Indigo (video available at <https://www.youtube.com/watch?v=GvmECqnuBkY>, last visited October 4, 2024).

34. Onward alleged, in the federal matter brought in the District of Utah, that this transfer occurred despite Prime Capital's agreement to keep its \$20,000,000 on hand to pay interest on a \$107,000,000 line of credit benefitting Onward.

35. Prime Capital failed to provide Onward with this line of credit, failed to promptly return the \$20,000,000 ICA payments in accordance with the agreement between Prime Capital and Onward, and eventually returned less than \$20,000,000 to Onward.<sup>6</sup>

**b. 526 Murfreesboro**

36. Prime Capital also utilized ICA payments made by another client, 526 Murfreesboro, to pay other clients.

37. Between August 2022 and October 2022, a Prime Capital client identified herein as "Business-1" sent \$6,024,955 via two transfers to Prime Capital, with the larger transfer of \$5,999,975, denoted as an "Interest Credit Account Trust Payment Per [Business-1] Development Credit Agreement."

38. On April 7, 2023, Prime Capital received an ICA payment for \$4,312,500 from 526 Murfreesboro that was deposited into Citibank 6945.

39. According to records filed in the involuntary bankruptcy petition by 526 Murfreesboro, it had enlisted Prime Capital to help obtain a loan for the purpose of developing a commercial property.

40. When 526 Murfreesboro's ICA payment entered Citibank 6945, the account was overdrawn in the amount of \$-4,094,514.75 as the result of prior banking activity. After the

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<sup>6</sup> Onward's Complaint states that Prime Capital returned \$16,000,000. According to documents that Onward subsequently provided pursuant to the FBI, Prime Capital has returned a total of \$17,000,000. On February 5, 2024, Onward obtained a \$3,000,000 default judgment against Prime Capital and Roglieri, in Utah federal court. *See* Dkt. No. 17 in *Onward Holding v. Prime Capital Ventures and Kris Roglieri*, No. 23-CV-833 (JNP) (D. Utah).

application of substantially all of 526 Murfreesboro's ICA payment to this overdrawn account, the balance of remaining funds from 526 Murfreesboro stood at \$217,985.25.

41. Three days later, on April 10, 2023, \$200,000 was transferred into Prime Capital's KeyBank account, account number ending 2233 ("KeyBank 2233"), leaving just \$17,985.25 of 526 Murfreesboro's ICA payment in the account.

42. On April 17, 2023, Prime Capital wired \$2,000,000 from Citibank 6945 to Bank of Nova Scotia, identifying Business-1 as the beneficiary of the wire. That same day, another \$2,000,000 was wired from the already overdrawn account to 'repay' Onward. Those two transactions totaling \$4,000,000 left a remaining balance of \$-3,982,014.75, reflecting the offset created by the remaining \$17,985.25 in funds from 526 Murfreesboro's ICA.

43. These transactions illustrate Roglieri's use of funds from 526 Murfreesboro's ICA payment to distribute funds to other Prime Capital clients, Onward and Business-1.

44. Prime Capital failed to provide 526 Murfreesboro with the line of credit and has not returned the ICA payment.

**c. Compass-Charlotte and HCW Biologics**

45. On April 27, 2023, Prime Capital received a wire transfer of \$15,902,250 into Citibank 6945 from another client, Compass-Charlotte. This transfer constituted Compass-Charlotte's ICA payment.

46. According to statements made by Compass-Charlotte in the involuntary bankruptcy petition, it had enlisted Prime Capital to help it obtain a nearly \$80,000,000 loan for the purpose of building an apartment building.

47. When Compass-Charlotte's ICA payment entered Citibank 6945, the account was overdrawn in the amount of \$-6,525,669.33. Accordingly, Citibank applied a significant portion

of the ICA payment from Compass-Charlotte to offset the overdraft. After the offset, the account balance then stood at \$9,376,580.67, representing the remainder of Compass-Charlotte's ICA payment.

48. On April 28, 2023, \$50,000 was transferred from Citibank account ending 6945 to Prime Capital's KeyBank 2233.

49. That same day, Citibank 6945 also received a \$5,250,000 wire transfer with a notation that it was an ICA payment for HCW Biologics Inc ("HCW").

50. HCW is a public company and, according to its filings with the Securities and Exchange Commission (SEC), on April 21, 2023, it entered into a Development Line of Credit Agreement with Prime Capital, by which Prime Capital promised to advance loans to HCW of up to \$26,250,000 for HCW to build a manufacturing, research, and laboratory facility.

51. On January 10, 2024, HCW made an SEC filing announcing that it was terminating its agreement with Prime Capital as the result of "repeated delays in funding and related concerns," and stating that it was entitled to receive back its \$5,250,000 ICA payment.

52. At the end of April 2023, the balance of Citibank 6945 stood at \$14,576,580.67, consisting primarily of the remainder of Compass-Charlotte's ICA payment and HCW's ICA payment.

53. From May 1, 2023 to May 10, 2023, Citibank 6945 had debits totaling \$13,583,171.89, leaving an account balance of \$1,043,408.78. These debits had no apparent connection to either Compass-Charlotte or HCW.

54. For instance, on May 9, 2023, there was a \$3,700,000 transfer from Citibank 6945 to the Ballston Spa National Bank account of a Saratoga Springs law firm. This wire, in turn, appears to have funded checks issued by this law firm totaling \$3,511,845.75. The checks

reference Sage Estates Malta, LLC, which is associated with a real estate project in the Town of Malta, in Saratoga County.

55. On January 29, 2024, Caruso Home Builders, LLC and Sage Estates Malta, LLC filed a lawsuit against Prime Capital in Saratoga County Court, alleging that Prime Capital failed to fully fund this real estate project.

56. Thus, Prime Capital used funds from Compass-Charlotte's ICA payment and client HCW's ICA payment for purposes wholly unrelated to these clients.

57. Moreover, Prime Capital failed to provide either Compass-Charlotte and HCW with a line of credit and has not returned their respective ICA payments.

**d. Newlight**

58. On May 24, 2023, Citibank 6945 received a wire transfer of \$2,500,000 from another client, Newlight, representing an ICA payment.

59. Newlight had enlisted Prime Capital to help it obtain a line of credit for its business operations which involve the use of microorganisms to convert greenhouse gases into a natural biomaterial that can be used to form commercial products.

60. When Newlight's ICA payment entered Citibank 6945, the account had a balance of \$5,047,885.21. The Newlight transfer brought the account balance to \$7,547,885.21.

61. On May 25, 2023, the following transfers were made from Citibank 6945:

- (a) \$50,000 was transferred to Axos Bank for the benefit of a business, identified herein as "Business-2," in what appears to be a return of funds to Business-2;
- (b) \$50,000 was transferred to a Navy Federal Credit Union account for the benefit of an individual who appears to be related to Humphrey;

(c) \$196,500 was transferred to Wells Fargo for the benefit of XO Global, a private jet company; and

(d) \$6,500,000 was wired to Flagstar Bank for the benefit of Truss Financial LLC (“Truss”).<sup>7</sup>

62. None of the above transfers were made at the behest of, or on behalf of, Newlight.

63. At the end of May 2023, the balance for Citibank 6945 stood at \$751,385.21. There was no further activity in the account from June 2023 to December 2023, and the balance remained \$751,385.21 until the end of December 2023.

64. Between July 2022 and December 2022, Truss sent a total of \$8,490,000 to Prime Capital. As noted above, \$6,500,000 had previously been wired to Truss on May 25, 2023 from Citibank 6945. Prime Capital’s KeyBank 2233 sent an additional \$3,225,000 to Truss in May and June of 2023.

65. According to Newlight, Prime Capital never provided it with the promised line of credit and has not returned its ICA payment.

**e. ER Tennessee LLC (“ER Tennessee”)**

66. In September 2023, Prime Capital received two checks from another client, ER Tennessee, totaling \$14,249,832. The funds were deposited into an account in its name at RBC Capital Markets. Prior to these deposits, the RBC Capital Markets account had a balance of \$500.

67. The \$14,249,832 was an ICA payment made by ER Tennessee pursuant to a Development Line of Credit Agreement between its affiliate and Prime Capital, dated August 25, 2023. The Agreement provided that the funds would remain in a segregated account and would

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<sup>7</sup> Truss Financial LLC is identified in the list of creditors in Prime Capital Ventures, LLC’s Chapter 11 Voluntary Bankruptcy filed in the Northern District of New York, (1:24-bk-10531).



be used for the purpose of “payment on interest payable on the Advances as and when such interest payments are due and payable.” The Development Line of Credit Agreement further stated that “the ICA Payment shall remain part of the Interest Credit Account” subject to the terms of the agreement.

68. Despite the terms of the Development Line of Credit Agreement, on September 26, 2023, Prime Capital wired \$7,000,000 of ER Tennessee’s ICA payment from the RBC Capital Markets account to an account at Quad City Bank and Trust/Farmers State Bank in the name of Prime Capital Ventures. The payment had “return of funds” listed as the purpose of the transaction. Thereafter, the funds were largely disbursed to other projects that Prime Capital purported to fund.

69. Consequently, Prime Capital used a portion of ER Tennessee’s \$14,249,832 ICA payment to return funds to, and to fund, other projects despite the explicit terms of the Agreement.

70. Prime Capital never provided ER Tennessee with a line of credit and failed to return its \$14,249,832.

71. On October 3, 2023, Roglieri pledged the remaining \$7,200,000 held in the RCB Capital Markets account to Royal Bank of Canada to obtain a \$6,000,000 line of credit.

72. Royal Bank of Canada produced documents demonstrating that Roglieri then used the entire \$6,000,000 line of credit, sending \$5,000,000 to KeyBank 2233 on October 11, 2023, and sending the remaining \$1,000,000 to KeyBank 2233 on October 16, 2023.

**C. Statements Made During the Involuntary Bankruptcy Proceeding**

73. In addition to the to numerous instances of Prime Capital using ICA payments from borrower clients to repay or fund loans to other of its borrower clients, other evidence from the Involuntary Bankruptcy Proceeding demonstrates that Roglieri, Humphrey, and Prime Capital perpetrated a fraudulent scheme.

74. During audio-recorded Involuntary Bankruptcy Proceeding hearings, Roglieri and Humphrey each represented that the petitioning creditors' ICA payments were in an RBC account standing in the name of Berone Capital.<sup>8</sup>

75. However, according to the FBI's financial analysis, Prime Capital's only transfer to Berone Capital took place on October 24, 2022, in the amount of \$20,000,000. As Compass-Charlotte, 526 Murfreesboro, and Newlight did not send their respective ICA payments to Prime Capital until April 2023 and May 2023, this money could not have been derived from these creditors' ICA payments.

76. In another audio-recorded hearing in the Involuntary Bankruptcy Proceeding held on December 28, 2023, Roglieri stated, over the telephone, that only Prime Capital's accountant had access to Prime Capital's records. He identified Prime Capital's accountant as a firm called Sardone in Rochester, New York.<sup>9</sup>

77. On January 2, 2024, the Interim Trustee reported to petitioning creditors' counsel and the United States Trustee that he had spoken to the Sardone firm, and was advised that the firm disclaimed any knowledge of Prime Capital, but acknowledged that it had previously done work for other companies owned by Roglieri.

78. In response to this information, Roglieri stated that as Prime Capital was a new company, the Sardone firm did not have all the information necessary to generate financial statements.

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<sup>8</sup> Berone Capital Fund LP is identified in the list of creditors in Prime Capital Ventures, LLC's Chapter 11 Voluntary Bankruptcy filed in the Northern District of New York, (1:24-bk-10531).

<sup>9</sup> It is believed that Roglieri was referring to the accounting firm Sardone Robinson and Associates LLC based in Rochester, New York.

79. In fact, Prime Capital was formed more than two years prior to the initiation of the Involuntary Bankruptcy Proceeding and had tens of millions of dollars flowing through its accounts. Since its founding, Prime Capital failed to hire an accountant, failed to file its 2022 tax return, and failed to obtain professional oversight over its books, records, and finances.

**D. Money Laundering Activity**

80. The FBI's financial analysis indicates that the fraudulently obtained ICA payments were often laundered via purchases of real estate, vehicles, and jewelry, and were otherwise used in a manner inconsistent with the expenditures associated with a legitimate lending business.

81. The amount of these purchases and expenditures regularly exceeded \$10,000.

82. For instance, between June 2022 and October 2023, a total of \$916,201 in payments were sent from Prime Capital's Citibank and KeyBank accounts to XO Global, a company that books private jet flights.

83. In addition to utilizing client funds to book private jet flights, Roglieri also made payments between December 2022 and October 2023 from Prime Capital's Citibank and KeyBank accounts to Ai Design, a high-end automotive shop in Tuckahoe, New York, in an amount totaling \$1,778,154.77.

84. On October 28, 2022, Roglieri wired \$850,000 to a lawyer's bank account in Colorado from Prime Capital's Citibank account number ending 6953. On December 12, 2022, a wire in the amount of \$2,344,454 was sent from Citibank 6945 to the same lawyer's bank account in Colorado. Roglieri, through his attorneys, reported these transactions to the FBI and other law enforcement in January 2023, claiming that he had been defrauded of this money because he sent these wires believing he was going to purchase a rare Mercedes-Benz "hypercar." Roglieri's attorneys represented to the FBI that the payments were supposed to allow Roglieri's company

FUPME, LLC to purchase an interest in a company that owned an exclusive option to purchase the Mercedes “hypercar.”

85. In addition to the other luxury purchases noted above, Roglieri also purchased a watch worth over \$2,000,000. On January 9, 2023, \$2,225,000 was wired from Citibank 6945 to Platinum Times, LLC as payment for a Richard Mille watch called “RM-52-01 Tourbillon Skull,” with the purchase price of \$2,275,000 that was billed to Prime Capital.

**E. The Defendant Properties**

86. The FBI identified the Defendant Properties, set forth below, as property representing the proceeds of Roglieri’s wire fraud offenses, and property involved in the laundering of the proceeds of the wire fraud offenses.

**a. November 18, 2022 Purchases from RM Sotheby’s**

87. Roglieri purchased the following assets at auction from RM Sotheby’s in the name of Prime Capital on November 18, 2022, by wiring a \$4,729,745 payment from Citibank 6945:

- a) One 2003 Ferrari Enzo AB Version E, VIN #: ZFFCZ56B000132659; and**
- b) One 2014 Ferrari LaFerrari, VIN #: ZFF76ZHB000203166.**

88. As previously noted, Citibank 6945 was opened in or around August 2022, and its first three deposits, totaling \$20,000,000, consisted of Onward’s ICA payment. The account balance never fell below \$4,771,988 between October 1, 2022 and November 18, 2022, the date when Prime Capital purchased these items from RM Sotheby’s.

89. During this period, Citibank 6945 received additional ICA deposits, including: (1) \$5,999,975 from Business-1 on October 18, 2022; (2) \$2,600,000 from a business identified herein

as “Business-3” on October 24, 2022; (3) \$3,900,000 from Truss on October 26, 2022; and (4) \$2,000,000 from Robert Sturm on October 28, 2022.<sup>10</sup>

**b. One 2022 Mercedes Benz, VIN #: W1NYC8AJXNX445045**

90. Roglieri purchased the 2022 Mercedes Benz from Keeler Motor Car Company of Latham, New York (“Keeler”) on December 2, 2022 through a wire for \$393,924.90 from Prime Commercial Lending’s KeyBank account.

91. The entire \$393,924.90 can be traced back to Citibank 6945 through a series of transactions that occurred on December 2, 2022. That day, Roglieri transferred \$393,924.90 from Citibank 6945 to KeyBank 2233. He then transferred \$393,924.90 from KeyBank 2233 to a KeyBank account ending in 2848 in the name of Roglieri and Tina Roglieri (“KeyBank 2848”).<sup>11</sup>

92. The \$393,924.90 was then transferred from KeyBank 2848 to Prime Commercial Lending’s KeyBank account. Lastly, the \$393,924.90 was transferred from Prime Commercial Lending’s KeyBank account to Keeler for the purchase of the 2022 Mercedes.

**c. December 12, 2022 Purchases from RM Sotheby’s**

93. Roglieri purchased the following assets at auction from RM Sotheby’s in the name of Prime Capital on December 12, 2022, by wiring a \$2,337,710 payment from Citibank 6945:

- a) One 1982 Mercedes Benz 500SL, VIN #: WDB10704612001675;**
- b) One 1989 Mercedes Benz 560 SEL, VIN #: WDB1260391A497466;**
- c) One 2007 Mercedes Benz SLR McLaren, VIN #: WDDAJ76F27M001391;**
- d) One 1987 Mercedes Benz 560, VIN #: WDB1260451A315331; and**

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<sup>10</sup> Sturm filed a complaint against Prime Capital Ventures, LLC in the Northern District of New York on August 22, 2023 in *Robert Sturm v. Prime Capital Ventures, LLC*, civil case number 1:23-cv-1033 (DNH/DJS).

<sup>11</sup> Kris Roglieri and Tina Roglieri have been separated since 2019.

**e) One Ferrari Engine Table.**

94. The account balance for Citibank 6945, funded with ICA payments, never fell below \$4,771,988 between October 1, 2022 and December 12, 2022, when Prime Capital purchased these assets from RM Sotheby's.

95. The four vehicles identified above are titled and registered in Montana to Shark Ventures, LLC. Shark Ventures, LLC was incorporated in Montana in December 2022, and Roglieri is listed as its sole member.

96. In addition to the purchase of the four vehicles from Sotheby's, Roglieri purchased a Ferrari Engine Table. This asset is a table constructed using a Ferrari V-12 engine as part of its base, for which Roglieri paid \$260,810.

**d. One 2004 Porsche Carrera, VIN #: WP0ZZZ98Z4L000069**

97. Roglieri purchased the 2004 Porsche Carrera vehicle from TopGear Imports on December 13, 2022, with a \$1,300,000 wire payment from Citibank 6945.

98. As previously noted, the balance for Citibank 6945, funded with ICA payments, never fell below \$4,771,988 between October 1, 2022 and December 13, 2022, when this vehicle was purchased.

**e. One 2022 Ferrari 812 Competizione, VIN #: ZFF03TLA5N0277054**

99. Roglieri purchased this vehicle from Wide World Ferrari on December 23, 2022, with a \$2,055,312 wire payment from Citibank 6945. The balance for Citibank 6945, funded with ICA payments, never fell below \$4,771,988 between October 1, 2022 and December 23, 2022 when this vehicle was purchased.

**f. One 2020 Mercedes Benz GT63C4S, VIN #: WDD7X8KB3LA012445**

100. Roglieri purchased this vehicle from Keeler on January 4, 2023, with a \$115,067.92 wire payment from Commercial Capital Training Group, LLC's KeyBank account ending in 4541. The FBI traced the funds used to purchase this vehicle to \$121,478 wired from Citibank 6945 to Prime Commercial Lending's KeyBank account ending in 4465 that day. Roglieri then transferred \$120,000 from Prime Commercial Lending's KeyBank account to Commercial Capital Training Group's KeyBank account ending in 4541. Finally, \$115,067.92 was sent from Commercial Capital Training Group's KeyBank account ending in 4541 to Keeler for the purchase of the 2020 Mercedes.

**g. One 2006 Maserati MC 12 Corse, VIN #: ZAMDF44B000029626**

101. On February 28, 2023, \$3,811,000 was wired from Citibank 6945 to Bonhams Butterfields Trust ("Bonhams"), an auction house specializing in arts, antiques, vehicles, and jewelry, for the purchase of the 2006 Maserati MC 12 Corse. The vehicle was purchased in the name of Shark Ventures, LLC.

102. In early February 2023, the balance of Citibank 6945 stood at \$45,788.20. Prior to the payment to Bonhams, the account received deposits totaling \$4,809,400, including a \$2,369,400 ICA deposit from Lofts Phases 2 and 3 LLC on February 8, 2023, and a \$2,100,000 ICA deposit on February 16, 2023 from a law firm associated with Caruso Home Builders, LLC. Due in large part to these ICA deposits, Citibank 6945's balance stood at \$3,855,188.20 on February 28, 2023 when Roglieri wired \$3,811,000 to Bonhams to purchase this vehicle.

**h. One 2023 Mercedes Benz, VIN #: W1K6X7KB5PA204980**

103. Roglieri purchased the 2023 Mercedes Benz from Keeler on October 24, 2023, with a wire payment for \$449,672.93 from KeyBank 2233.

104. KeyBank 2233 had a balance of \$54,252.25 on October 13, 2023. The account then received several large transfers between October 16 and October 18, 2023, including a \$4,462,500 ICA deposit from SQRL Holdings, LLC on October 18, which brought the account balance to \$5,835,282.15.

105. On October 24, 2023, with no additional deposits and an account balance of \$5,023,823.32, Roglieri wired \$449,672.93 from KeyBank 2233 to Keeler to purchase the 2023 Mercedes.

**i. Funds Seized from Thread Bank Accounts Ending 7554 and 1832**

106. Funds seized from Thread Bank Account ending 7554 held in the name of ABBJ, LLC in the amount of \$223,365.00, and funds seized in the amount of \$467,810.00 from Thread Bank Account ending 1832 held in the name of Capital Investments US, LLC are traceable to the last ICA payment that Prime Capital is known to have received.

107. 1800 Park Avenue LLC (“1800 Park”) is a Minnesota company that sought a loan from Prime Capital to build a commercial egg production facility.

108. On or about December 12, 2023, Prime Capital provided 1800 Park with a “Commitment to Fund Letter,” by which Prime Capital agreed to fund a line of credit in the amount of \$98,905,467. Roglieri signed the letter on Prime Capital’s behalf.

109. In emails sent to 1800 Park on December 11, 2023, December 15, 2023, December 18, 2023, and December 19, 2023, representatives of Prime Commercial/Prime Capital informed representatives of 1800 Park that it needed to conduct a “soft close” on the deal as soon as possible. On December 21, 2023, Humphrey emailed a draft Deposit Agreement to 1800 Park, which provided that 1800 Park’s ICA payment, in the amount of \$5,000,000, would be refundable.



110. On December 22, 2023, Roglieri executed the Deposit Agreement on behalf of Prime Commercial. The Deposit Agreement, as revised from its initial draft, states:

The Lender hereby acknowledges receipt of such funds and agrees to hold the Deposit Amount in a separate and distinct account for Borrower, subject to the terms and conditions of this Agreement. The Deposit Amount should be held as a trust fund and shall not be subject to any lien, attachment, trustee process or any other judicial process of any creditor of any party hereto.

111. On December 22, 2023, 1800 Park wired the \$5,000,000 ICA payment to KeyBank 2233 pursuant to wire transfer instructions that Humphrey provided. The instructions provided by Humphrey falsely identified the account holder as Prime Commercial.

112. According to filings 1800 Park made in Bankruptcy Court, no one from Prime Capital or Prime Commercial mentioned that an Involuntary Bankruptcy Proceeding had been filed against Prime Capital on December 19, 2023, days prior to 1800 Park wiring \$5,000,000 to Prime Capital.

113. On January 3, 2024, after learning of the Involuntary Bankruptcy Proceeding, 1800 Park demanded the return of its ICA payment, and sent a letter to Prime Commercial pursuant to the notice provisions of the Deposit Agreement. An employee of Prime Capital acknowledged receipt of the letter that same day.

114. Prime Capital and Prime Commercial failed to return any part of the ICA payment to 1800 Park.

115. According to FBI analysis, on December 22, 2023, Prime Capital transferred the entire \$5,000,000 ICA payment to KeyBank account ending 4465 in the name of Prime Commercial. At the time of this transfer, the KeyBank account ending 4465 had a balance of \$57,045.90. After the deposit, and balance stood at \$5,057,045.90.

116. Prime Commercial then made the transfers identified below, in addition to others, from KeyBank account ending 4465, dissipating and distancing the \$5,000,000 ICA payment from its original source:

- (a) On December 22, 2023, \$2,000,000 was transferred to ABNB Federal Credit Union (“ABNB”) into an account in the name of CPH LLC.
- (b) On December 22, 2023, \$950,000 was transferred to Caruso Home Builders, LLC, a company that, as previously noted, Prime Capital had agreed to fund.
- (c) On December 26, 2023, \$101,000 was paid to XO Global, which provides private jet services. This payment appears to have funded travel for Roglieri, his children, and his girlfriend from Albany, New York, to Anguilla.
- (d) On December 26, 2023, \$84,000 was paid to Wrist Aficionado, a high-end watch company.
- (e) On December 26, 2023, \$50,000 was paid to a law firm that had previously represented Prime Capital.
- (f) On December 29, 2023, \$400,000 was paid to Hogan Lovells, which represented Prime Capital in both the Bankruptcy Proceeding and the receivership proceeding pending before Judge D’Agostino in the Northern District of New York.

117. Notably, there was no reason noted in the wire transfer documentation for the \$2,000,000 transfer to CPH LLC (“CPH”) on December 22, 2023. This money was deposited into CPH’s account at ABNB (hereinafter, the “CPH account”).

118. According to ABNB, an individual identified herein as Person 1 (“Person-1”), age 40, opened this account in May 2022, was its sole signatory, and provided an address in Virginia Beach.

119. FBI analysis of phone records shows that Person-1 is connected to Humphrey, and that between January 1, 2023 through January 23, 2024, Person-1 was Humphrey’s sixth most-frequent telephone contact with 1,152 phone and standard text message (“SMS”) contacts.

120. FBI analysis of a second phone number known to be used by Humphrey between January 1, 2023 through December 26, 2023, demonstrates that Person-1 was among her 20 most frequent telephonic contacts, with 106 phone and SMS contacts.

121. Moreover, when the FBI executed a search warrant on Humphrey’s Virginia Beach residence on February 2, 2024, agents observed that Humphrey was picked up by someone driving a grey truck with Virginia license plates registered to one of Person-1’s companies.

122. The CPH account’s balance was \$0.00 when the \$2,000,000 transfer entered the account on December 22, 2023. On December 28, 2023, \$1,949,999.99 was transferred from the CPH account to another ABNB account ending in 8247 opened in September 2023 identifying Person-1 as a signatory (“ABNB 8247”). ABNB 8247’s balance was \$0.00 when the \$1,949,999.99 transfer entered the account on December 28, 2023.

123. ABNB 8247 received no additional deposits in December 2023, but received \$69,000 in deposits in January 2024. During this time, the account incurred many more debits than credits, including two transfers on January 29, 2024: one in the amount of \$500,000 and the other in the amount of \$500,050. These funds were transferred into another ABNB account in the name of Person-1 (“ABNB 2”). Prior to these transfers, ABNB 2’s balance stood at \$0.00.

124. That same day, there were two wire transfers, each in the amount of \$500,000, from ABNB 2 to accounts at Thread Bank (“Thread”). These transfers are, as follows: (1) \$500,000 transferred to Thread account ending 7554, in the name of ABBJ, LLC (“Thread 7554”); and (2) \$500,000 transferred to Thread account ending in 1832, standing in the name of Capital Investments US LLC (“Thread 1832”).

125. Both accounts were opened in January 2024. Based on documents provided by Thread, Person-1 appears to be the only person associated with the accounts.

126. Both companies – Capital Investments US LLC and ABBJ, LLC – were organized in Wyoming in January 2024.

127. Thread 7554’s balance was \$0.00 prior to its receipt of \$500,000 on or about January 29, 2024. Between January 29, 2024 and April 15, 2024, the account received only one credit of \$100, and incurred the following debits, among others:

- a) \$130,000 was paid to law firms known to represent Humphrey. Each of these payments to a law firm contains an apparent reference to Humphrey.
- b) \$66,500 was transferred to an individual who is believed to be related to Humphrey. Each of these payments to this individual contains an apparent reference to Humphrey.

128. Thread 1832’s balance was \$0.00 prior to its receipt of \$500,000 on or about January 29, 2024. Between January 29, 2024 and March 14, 2024, the account received credits totaling \$158,000 and had debits totaling approximately \$190,190, all of which appear to relate to investments.

129. For instance, one debit for \$173,000 was transferred to Interactive Brokers LLC, a stock brokerage company. Thread has reported that this account’s balance was \$467,810 as of

April 15, 2024. Since the account's receipt of \$500,000 on or about January 29, 2024, the account balance did not fall below \$467,810.

**j. Refund in the Amount of \$72,825.83 in U.S. Currency Seized from Ai Design**

130. Ai Design, based in Tuckahoe, New York, is a high-end auto shop that Roglieri frequently patronized. Since December 2021, Roglieri paid \$2,593,662.87 to Ai Design, including \$1,806,622.77 that originated from Prime Capital's bank accounts.

131. In February 2022, the FBI seized a 2006 Maserati MC12 Corse from the premises of Ai Design.

132. In June 2024, Ai Design's attorney alerted the U.S. Attorney's Office that Ai Design possessed a racing parts kit that Roglieri had purchased for the Maserati. The purchase price was \$203,678.89. Ai Design had issued an invoice for this kit, which Roglieri paid for on or about June 28, 2023 from KeyBank 2233.

133. Records for KeyBank 2233 show that this \$203,678.89 payment to Ai Design was funded by an ICA payment made by Camshaft Capital Fund, LP ("Camshaft").<sup>12</sup>

134. On June 21, 2023, KeyBank 2233 had a balance of \$36,601.03. On June 26, 2023, the account received a wire deposit from Camshaft in the amount of \$1,400,000 that in turn funded the payment to Ai Design.

135. According to the FBI's financial analysis, Prime Capital received about \$13,000,000 in ICA payments from Camshaft, and returned only \$1,000,000 to Camshaft.<sup>13</sup>

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<sup>12</sup> Camshaft CRE 1 LLC is identified in the list of creditors in Prime Capital Ventures, LLC's Chapter 11 Voluntary Bankruptcy filed in the Northern District of New York, (1:24-bk-10531).

<sup>13</sup> According to Camshaft, it paid \$13,400,000 in ICA payments to Prime Capital, including \$1,400,000 million wired to Prime Capital on June 26, 2023, and Prime Capital has refunded \$1,000,000.

136. Later in June 2024, Ai Design advised the U.S. Attorney's Office that it had returned the Maserati racing parts kit to the manufacturer, and that as a result, a refund was due and owing to Roglieri.

137. The refund was seized for forfeiture as funds attributable to the purchase of a Maserati racing parts kit purchased with fraud proceeds.

**k. One Richard Mille RM011 Watch With Serial Number 2722**

138. On December 21, 2022, Roglieri purchased the Richard Millie RM011 watch with serial number 2722 from Wrist Aficionado, a luxury watch retailer, by wiring \$318,000 from Citibank 6945.

139. Citibank 6945 was initially funded by Onward's ICA payments totaling \$20,000,000 in September 2022, had received additional ICA payments during this period, and the balance never fell below \$4,771,988 between October 1, 2022 and December 21, 2022 when Prime Capital purchased this asset from Wrist Aficionado.

**l. The Defendant Real Property**

140. Roglieri also utilized client ICA funds to purchase real property.

141. In January 2023, Prime Capital bought a multi-million-dollar house in Virginia Beach, Virginia.

142. According to documents provided by Priority Title and Escrow, Roglieri signed a contract for the Defendant Real Property on January 5, 2023, wherein he agreed to make a \$100,000 deposit on this property.

143. On January 6, 2023, Citibank 6945 was used to send \$100,000 to Priority Title and Escrow.

144. As of January 23, 2023, KeyBank 2233 had a balance of \$17,094.95.

145. On January 24, 2023, Roglieri transferred \$10,000,000 from Citibank 6945 into KeyBank 2233.

146. On January 31, 2023, KeyBank 2233 received an additional \$1,946,256 deposit from Citibank 6945.

147. That same day, KeyBank 2233 was used to send \$3,672,067.50 to Priority Title and Escrow, in connection with the purchase of the Defendant Real Property in Virginia Beach.

148. In addition to the transfers from Citibank 6945 totaling \$11,946,256, during the period of January 24, 2024 and January 31, 2024, KeyBank 2233 received \$76,223 in additional credits.

149. During that same time period, \$5,711,640.70 was debited from the account, including the \$3,672,067.50 debit for the purchase of the Defendant Real Property.

150. FBI agents executed a federal search warrant on this residence on February 2, 2024, and found Humphrey and her children residing at the property.

**m. One Richard Mille RM 65-01 Watch**

151. On January 17, 2023, Roglieri transferred \$670,000 from Citibank 6945 to KeyBank 2233. That same day, Roglieri wired \$670,000 to Timepiece Trading, a luxury watch retailer. The funds from this wire included \$355,000 for the purchase of the Richard Mille RM 65-01 Watch.

152. The account balance of Citibank 6945 never fell below \$4,771,988 between October 1, 2022 and January 17, 2023 when Prime Capital purchased this asset from Timepiece Trading.

**n. Two Rolex Watches With Serial Numbers Y74R6549 and 7P65S042**

153. On January 24, 2023, Roglieri transferred \$10,000,000 from Citibank 6945 to KeyBank 2233. On the date prior to the wire, the balance for KeyBank 2233 stood at \$17,094.90.

154. On January 30, 2023 Roglieri wired \$260,000 to Luxury Bazaar, a luxury watch retailer, for the purchase of two Rolex watches with serial numbers Y74R6549 and 7P65S042.

155. Citibank 6945's balance was \$20,000,000 at the start of October 2022, it received additional ICA payments during this period, and never fell below \$4,771,988 between October 1, 2022 and January 24, 2023 when the \$10,000,000 was transferred to KeyBank 2233.

**o. Two Rolex Watches With Serial Numbers 0WU66577 and 65R11547**

156. On January 11, 2023, Roglieri transferred \$170,000 from Citibank 6945 to KeyBank 2233. The balance of KeyBank 2233 on January 10, 2023 was \$21,507.85.

157. On January 13, 2023 Roglieri transferred another \$100,000 from Citibank 6945 to KeyBank 2233.

158. On January 18, 2023, an additional \$100,000 was transferred from Citibank 6945 to KeyBank 2233.

159. On January 18, 2023, Roglieri wired \$121,700 from KeyBank 2233 to Giganti & Giganti, a fine jewelry retailer. This wire included \$73,200 for the Rolex watch with Serial Number 0WU66577.

160. Later that same day, Roglieri wired \$66,300 from KeyBank 2233 to Wrist Aficionado, a luxury watch retailer, for the Rolex watch with Serial number 65R11547.

**p. One Rolex Watch, Serial Number: 8S927086**

161. On January 9, 2023 Roglieri made two transfers totaling \$265,000 (\$200,000 and \$65,000) from Citibank 6945 to KeyBank 2233. The balance of KeyBank 2233 on January 8, 2023 was \$17,007.85.



162. That same day, Roglieri transferred \$196,500 to KeyBank 2848. He then wired the \$196,500 from KeyBank 2848 to Wrist Aficionado, a luxury watch retailer, for the purchase of three watches including a Rolex Watch with serial number 8S927086 purchased for \$59,500.

**F. Roglieri's Indictment in the Northern District of New York**

163. Roglieri was indicted on September 19, 2024 in the United States District Court for the Northern District of New York in *United States v. Kris Roglieri*, 1:24-cr-392 (MAD) for wire fraud offenses, in violation of Title 18, United States Code, Section 1343.

**CONCLUSION**

164. The facts set forth above support a reasonable belief that the government will be able to meet its burden of proof at trial.

WHEREFORE, pursuant to Supplemental Rule G, the Plaintiff, the United States of America, respectfully requests that the Court:

- (1) Issue a Notice of Complaint for Forfeiture Against Real Property and Summons as to the Defendant Real Property in the form submitted with this Amended Verified Complaint;
- (2) Direct any person having any claim to the Defendant Properties to file and serve their Verified Claims and Answers as required by 18 U.S.C. § 983(a)(4) and Supplemental Rule G;
- (3) Enter judgment declaring the Defendant Properties to be forfeited and condemned to the use and benefit of the United States; and
- (4) Award such other and further relief to the United States as it deems proper and just.

Dated: January 15, 2025

CARLA B. FREEDMAN  
United States Attorney

By: /s/ Elizabeth A. Conger  
Elizabeth A. Conger  
Assistant United States Attorney  
Bar Roll No. 520872

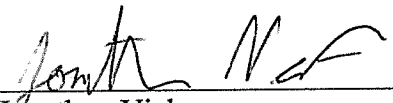
VERIFICATION

STATE OF NEW YORK       )  
                                      )  
COUNTY OF ALBANY       ) ss:

Jonathan Vick, being duly sworn, deposes and states:

I am a Special Agent with the Federal Bureau of Investigation. I have read the foregoing Complaint for Forfeiture and assert that the facts contained therein are true to the best of my knowledge and belief, based upon knowledge possessed by me and/or on information received from other law enforcement officers.

Dated this 13<sup>th</sup> day of January, 2025.

  
\_\_\_\_\_  
Jonathon Vick  
Special Agent  
Federal Bureau of Investigation

Sworn to and subscribed before me this 15<sup>th</sup> day of January, 2025.

  
\_\_\_\_\_  
Notary Public

COLLEEN A. HUNNELL  
Notary Public, State of New York  
Qualified in Albany County  
No. 01446001193  
Commission Expires July 16, 2025

